

COLLECTIVE BARGAINING AGREEMENT
1988 AND 1989
BETWEEN

JACKSON TOWNSHIP PBA LOCAL 168

AND

Jackson Township
TOWNSHIP OF JACKSON

X COVERING JANUARY 1, 1988 THROUGH DECEMBER 31, 1989

TABLE OF CONTENTS

<u>ARTICLES</u>		<u>PAGE NO.</u>
I	PREMABLE - WITNESSETH	1
II	RECOGNITION AND SCOPE OF AGREEMENT	1
III	COLLECTIVE BARGAINING PROCEDURE	2
IV	DISCRIMINATION AND COERCION	2-3
V	SICK LEAVE	3-4
VI	MANAGEMENT RIGHTS	4-6
VII	HOURS	6
VIII	OVERTIME	6-10
IX	VACATIONS	10-13
X	BEREAVEMENT	13
XI	HOLIDAYS	13-14
XII	HOSPITAL AND MEDICAL INSURANCE	14-15
XIII	CLOTHING AND MAINTENANCE ALLOWANCE	15
XIV	PENSIONS	15
XV	DISCHARGE AND SUSPENSION	16-17
XVI	PERSONNEL FILE	17-18
XVII	WAGES	18-19
XVIII	SPECIAL POLICE UTILIZATION	19
XIX	LEGAL AID	19-20
XX	UNION BUSINESS	21-24
XXI	COURT APPEARANCE	24-24

<u>ARTICLES</u>		<u>PAGE NO.</u>
XXII	MILEAGE ALLOWANCE	25
XXIII	GRIEVANCE PROCEDURE	25-27
XXIV	PROMOTIONS	27
XXV	SAVINGS CLAUSE	27-28
XXVI	COLLEGE CREDIT PROGRAM	28-29
XXVII	RESPRESENTATION FEE	29-31
XXVIII	BILL OF RIGHTS	31-33
XXIX	OUTSIDE EMPLOYMENT	34
XXX	CHILDREN OF EMPLOYEE	34
XXXI	DURATION	34
XXXII	COMPLETENESS OF AGREEMENT	35

I. PREAMBLE

THIS AGREEMENT made this day of , 1988, by and between the Township of Jackson in the County of Ocean, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer" and Jackson Township Policemen's Benevolent Association, Local 168, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law and established practices not modified by this agreement;

NOW THEREFORE, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognize as being represented by the Union as follows:

II. RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1. The Employer hereby recognized the Union as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article 1, Section 2, herein, for the purpose of collective bargaining and all activities and processes relative thereto.

SECTION 2. The Bargaining Unit shall consist of all of the regular, full-time officers of the Police Department of Jackson Township now employed of hereafter employed; excluding Lieutenants, Captains, Chief of Police, Deputy Chief, and/or Director of Public Safety.

SECTION 3. This Agreement shall govern all wages, hour and other conditions of employment herein set forth.

SECTION 4. This Agreement shall be binding upon the parties hereto.

III. COLLECTIVE BARGAINING PROCEDURES

SECTION 1. Collective Bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Governing Body of the Employer or its designee, excluding Superior Officers, and the President of the Union or his designee, shall be the respective bargaining agents for the parties.

(a.) It is agreed that the bargaining agent for the Township shall consist of, the Governing Body of the Employer or their designees, excluding Director of Public Safety, Chief of Police and all Superior Officers within the Jackson Township Police Department.

SECTION 2. Collective Bargaining meetings shall be held at times and places mutually convenient at the request of either party in accordance with the applicable statutes of New Jersey and the Rules and Regulations of the Public Employment Relations Commission.

SECTION 3. Ordinarily not more than five (5) additional representatives of each party shall participate in Collective Bargaining meetings.

IV. DISCRIMINATION AND COERCION

SECTION 1. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, national origin or political affiliation.

SECTION 2. Pursuant to Chapter 123, Public Law of 1974 the Township hereby agrees that every policeman shall have the right to freely, to organize, join and support the P.B.A. and its affiliates for the purpose of engaging in Collective Negotiations and other concerted P.B.A. activities. As a body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman the enjoyment

(ARTICLE IV, SECTION 2 continued.....

of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, of the Constitution of New Jersey, and the United States Constitution; that it shall not discriminate against any policeman with respect to hours, wages, work assignments, or any terms or conditions of employment by reason of his membership in the P.B.A. and its affiliates, his participation in any activities of the P.B.A. and/or proceedings under this Agreement, or otherwise with respect to any terms or conditions of employment, or for action taken as a result of action on the part of the Township.

V. SICK LEAVE

SECTION 1. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of 1½ working day for every month of service during the remainder of the first twelve (12) months of service and eighteen (18) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year. Sick leave is to be credited automatically to each member on January 1st of each year. The employer reserves the right to extend sick leave.

SECTION 2. An Employee may be asked to submit acceptable medical evidence substantiating an illness if absent on personal sick leave for three or more consecutive days. The Employer may take any reasonable steps to verify an illness of any Employee who is absent on personal sick leave.

SECTION 3. With the exception of Part "B", the provisions of Section 20-34, Sick Leave of the Personnel Code shall be applicable to all permanent full-time employees for illness, injury, in the line of duty or recuperation therefrom.

SECTION 4. The conditional term providing for compensation for sick days not used at a rate of 1 day for every 5 days not used is hereby deleted from this contract. There shall be no compensation for any sick days not used during the term of this contract.

SECTION 5. Request for leave of absence with pay for injury or illness in the line of duty or recuperation therefrom shall be made in accordance with Jackson Code Section 20-35 pursuant to N.J.S.A. 40A:14-137. No accumulated sick leave is to be deducted while I.O.D. leave is being processed.

SECTION 6. At the end of an employees career, and in good standing, employee shall be paid to him/her at his/her present rate of pay, the full amount of any vacation time. In addition, he/she shall be paid all accrued earned vacation time up to a maximum of 130 working days and accrued sick time up to a maximum of 130 working days. At the employees option, he may elect to take off with pay for such accumulated vacation time, earned vacation time and sick leave accrued but unpaid at that time, at his/her present rate of pay. However, no additional vacation time, earned vacation time or sick leave shall accrue during this period of time.

SECTION 7. In the event of the death of any employee, the spouse or beneficiary of such employee shall receive the payment for accumulated sick leave provided for in Section 6 of this Article.

SECTION 8. If resignation or termination of an employee occurs during the calendar year, unearned sick leave which has already been used by said employee will be deducted from any final salary payment.

SECTION 9. In the event of a substantiated ON THE JOB illness or injury, the employee shall receive all benefits and wages for time lost from duty for a period not to exceed one (1) year from date of such illness or injury occurred.

VI. MANAGEMENT RIGHTS

SECTION 1. The P.B.A. recognizes that there are certain function responsibilities, and management rights exclusively reserved to the Employer. All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

(ARTICLE VI, SECTION 1 cont.....)

It shall be mutually agreed that the Township, as Employer, and The P.B.A., as Employees, will abide by Title II, Civil Service, of the Revised Statutes of New Jersey, and the Rules and Regulations of the Civil Service Commissioner. No provision of this Agreement will, in any way, contravene the Authority and Responsibility of the Civil Service Commissioner.

The Employer shall have the right to determine all matters concerning the Management or Administration of the various Divisions of the Police Department, the right to direct the various Divisions, to hire and transfer Employees, to combine and eliminate jobs, and to determine the number of Employees needed for specific Job Assignments.

SECTION 2. Nothing in this Agreement shall interfere with the right of the Employer in accordance with applicable law, rules and regulations to:

(a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel methods and means in the most appropriate and efficient manner possible.

(b) Manage employees of the Employer, to hire, promote, transfer, assign or retain employees in positions within the Employer and in that regard to establish reasonable work rules in written form with copies and amendments thereto to be provided to employees.

(c) Suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be in-efficient and non-productive; provided that reduction in force level of certified personnel shall not be effected until non-certified personnel performing policy functions are laid off; and provided further that seniority shall prevail at all times in the order of any lay-off and subsequent rehiring.

SECTION 3. The parties mutually recognize and agree to the applicability of N.J.S.A. 34:13A-53 to any terms and conditions of employment existing prior to the signing of this Agreement which are not specifically covered by this agreement.

VII. HOURS

SECTION 1. The work day shall consist of not more than eight (8) consecutive hours, except as mutually agreed to by the parties. The work week shall consist of four (4) consecutive days with two (2) consecutive days off.

SECTION 2. The work day shall consist of not more than eight (8) consecutive hours. Except as agreed to in Article VIII. This shall not preclude employees from being required to work additional hours should appropriate police authority deem an emergency exist, where the assignment of extra manpower would be essential for the safety and well being of Jackson Township and its residents. In any event, NO employee shall be required to work more than sixteen (16) consecutive hours. Any member required to work extra duty shall be entitled to time and one-half compensation, per Article VIII.

SECTION 3. It is agreed that any P.B.A. member, who is an active member of a Reserve or National Guard Unit in any of the Armed Forces, shall be excused from his/her work assignment for the day on any day that he/she has a scheduled monthly training drill, during the Military Units training year.

VIII. OVERTIME

SECTION 1. It is agreed that all overtime consisting of time and one-half shall be paid to all employees for hours worked in excess of the regular scheduled shift consisting of eight (8) consecutive hours except as hereinafter set forth.

SECTION 2. Employees shall not be paid for overtime hours unless such overtime is authorized by the Chief of Police, Business Administrator, or a Superior Officer and/or the Watch Commander.

SECTION 3. (a) It is recognized that the employees may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition no overtime shall be paid for a fifteen (15) minute period prior to the commencement of a tour or for a fifteen (15) minute period at the termination of a tour. But in the event an employee is required to report earlier prior to the commencement of a tour of duty, then the call-in Section of the P.B.A. contract shall apply. If the employee remains beyond fifteen (15) minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked in excess of the work day of eight (8) consecutive hours, except as otherwise provided.

(b) It is agreed that when an employee remains beyond fifteen (15) minutes at the end of his/her tour of duty, the employee shall be paid one (1) hours pay and thereafter the employee shall be paid the overtime rate for the actual time worked in excess of the work day in eight (8) consecutive hours, except as otherwise provided.

SECTION 4. All current policies relative to overtime compensation shall remain in effect with the following exceptions.

(a) Sergeants shall be paid at time and one-half for overtime. Sergeants when available, will be utilized to replace Sergeants. If no Sergeant is available, the Senior Patrolman on that shift shall replace the Sergeant at the Sergeant's base rate of pay.

(b) Patrolman assigned to Detective Division shall be paid at time and one-half for overtime.

SECTION 5. The Following provisions shall govern "call-in" time and "stand-by":

(a) All employees shall be guaranteed a minimum of two (2) hours pay at double time when "called in for duty". For this purpose, "called in for duty" is defined as the summoning by notification of an off-duty employee to report for duty at a time other than his regularly scheduled shift.

(b) All Employee's ordered to be on "stand-by" shall be compensated for a minimum of four (4) hours at his/her regular hourly rate. Detectives will continue to receive twelve (12) hours pay at his/her regular hourly

ARTICLE VIII, SECTION 5 (b) continued.....

rate for weekend stand-by. The employee shall have the option of receiving his/her straight time stand-by compensation in pay or applying it to his/her earned vacation time. For this purpose, "stand-by" is defined as "an employee being required to leave word and a telephone number where he/she may be reached during the stand-by periods".

(c) It is agreed that when an employee receives a stand-by subpoena, it shall be his/her option that when said employee is off duty he/she can report for duty on his/her normal tour of duty or another tour of duty, said employee will work eight (8) consecutive hours and receive time and one-half ($1\frac{1}{2}$) for all hours worked. This shall only pertain to those members who are off duty.

(d) It is agreed that if said member choose's to utilize Para (c) of this section and reports for duty, said member will NOT be used to augment the minimum strength of said shift he/she works. The employer will continue to hire back members so as not to go below the minimum strength as is mutually agreed to by the Township and the P.B.A.

(e) It is further agreed to that when said member receives a stand-by by subpoena he/she cannot be ordered to report for duty unless an emergency is declared by the Mayor of Jackson Township. However, the member will report to court if he/she is notified to do so.

(f) However, it will be the Townships discretion as to what shift said member will report to duty for.

SECTION 6. No disciplinary action shall be taken without just cause. An employee shall receive four (4) hours comp-time for off-duty time spent in presenting his defense.

SECTION 7. It is agreed by both parties that there shall be NO changing of an employee's regular scheduled shift for the purpose of any in service training unless said training consists of four (4) or more working days, or unless mutually agreed to. If an employee's work schedule is changed for any reason under the four (4) days allowed for in service training, then said employee is to receive one and one-half his/her hourly rate for each hour or day that he/she is not regularly scheduled to work.

SECTION 8. If an employee is called in by a Superior Officer to write a report commonly known as and not limited to I.R.'s., Accident, Overtime, etc., when off-duty, he/she shall be compensated in accordance with Article VIII, Section 5, Para (a).

SECTION 9. It is agreed by both parties that a P.B.A. member may be ordered to report for duty on their day off, regardless of the type of leave. However, this request/order must come from the Mayor, Police Commissioner, Municipal Administrator, Director of Public Safety or Chief of Police of Jackson Township. If the employee is on his/her regular day off and is ordered to report for duty, he/she shall be compensated at one and one-half (1½) his/her hourly rate of pay. If said employee is on a vacation day, comp-time or earned vacation time, same as above applies, except that his/her remaining vacation day, comp-time or earned vacation time, shall be reccredited to his/her time.

SECTION 10. At the end of an employee's career as a permanent member of the Jackson Township Police Department, the employee shall have the option to take off with pay, at the present rate of pay, any unused comp-time he/she has accumulated. However, no additional time shall accrue during this period of time.

SECTION 11. (Under the Fair Labor Standards Act, Section 778.105), it is agreed that once the beginning time of an employee's workweek is established, it remains fixed regardless of schedule of hours worked by him/her. The beginning of the workweek may be changed if the change is intended to be permanent and is not designed to evade the overtime requirement of this section or the P.B.A. contract. However, Article VII, Section 1, shall NOT be changed unless mutually agreed to.

SECTION 12. It is agreed that if the present Law now enforced (Garcia vs San Antonio) is overturned, changed or modified, then the employee shall have the option of receiving pay, earned vacation time for all hours worked in excess of his/her normal working hours.

SECTION 13. It is agreed that if a member makes an arrest while he/she is off-duty, he/she shall be paid the rate of pay as if it were a call-in, as applies under Article VIII, Section 5(a) of the P.B.A. contract. All time there-after shall be paid at the regular overtime rate as applies under the P.B.A. contract.

IX VACATIONS

SECTION 1. Each permanent, full-time employee who has had the length of continuous employment specified in the table following, shall be entitled to the working time shown, as a vacation with pay at his/her regular rate of pay.

Less than 1 year of service	1 day per month
1 year to less than 5 years	13 days
5 years to less than 10 years	20 days
10 years to less than 15 years	26 days
15 years or more	27 days

Vacation leave is to be credited automatically to each member on January 1st of each year. Vacation leave credited on January 1st is to be prorated in the event the 1st, 5th, 10th or 15th anniversary of service falls during the calendar year.

SECTION 2. Eligibility for vacations shall be computed as of the first day of the month in which hired.

SECTION 3. With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of an annual anniversary date, that is, they need not be deferred until the actual anniversary date. Vacations shall be taken within the year on entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following year but not consecutively with the vacation to which entitled for the second anniversary date. If resignation or termination of an employee occurs during the calendar year, unearned vacation days which have already been taken will be deducted from any final salary payment.

SECTION 4. It is agreed by both parties that P.B.A. members shall NOT be required to pre schedule his/her vacation leave for the present years entitlement.

(a) Selection of vacation shall be based on seniority, and shall be regardless of shift.

(b) An employee shall be permitted to take up to four (4) consecutive weeks of vacation at one time if approved by the Chief of Police and Business Administrator.

(c) Vacation Leave shall not be unreasonably denied.

SECTION 5. Emergency leave deducted from vacation leave may by approved by an employee's shift supervisor or Watch Commander in the event the Chief of Police or Director of Public Safety is not available. Employee should state reason(s) for said emergency request.

SECTION 6. In the event of the death of an employee, the spouse or beneficiary of such employee shall receive the payment for accumulated vacation leave provided for in this Article.

SECTION 7. Employee's may utilize accumulated vacation days, comp-time, earned vacation time or holiday leave to take off on a holiday. Approval will not be unreasonably denied.

SECTION 8. Leave shall not be denied to an employee due to another employee being on Military Leave, P.B.A. leave, IOD leave or a Dispatcher being off. It is further agreed that Sergeants leave is not to be denied when a Patrolman is off or vice versa Sergeants off and a Patrolman requests leave, also no leave is to be denied to an employee if a Lieutenant is off.

SECTION 9. Employee's who have an illness or injury while on vacation may use their sick leave for the remainder of the illness or injury and have their vacation time adjusted, provided proper notice is given and a doctor's certificate is presented.

SECTION 10. Employee's shall have the right to accumulate unused annual vacation time, up to a maximum of one (1) years entitlement in addition to the present years entitlement.

SECTION 11. An employee shall not be required to notify the Township or its representatives of his/her whereabouts while on vacation, earned vacation or comp-time, unless during a state of emergency as may be decided by the President, Governor or Mayor.

ARTICLE IX, SECTION 11 continued.....

the President, Governor or Mayor.

SECTION 12. In the event that any leave is denied for any reason, a copy of the denial slip shall be immediately forwarded to the P.B.A. member requesting said leave with an explanation as to why the leave was denied, and which Superior is denying same.

SECTION 13. It is agreed that when a P.B.A. member requests a leave up to a maximum of five (5) days for any nature, the Lieutenant of the tour of duty shall have the authorization to approve said leave. In the Lieutenant's absence, the Sergeant of said tour of duty shall have authorization to approve same. Any vacation above five (5) days must be approved by the Chief of Police or Director of Public Safety.

SECTION 14. It is agreed that P.B.A. members shall be permitted to continue to take vacation days, comp days and earned vacation days at a rate of one (1) day at a time, two (2) days at a time, etc., and it is further agreed that a member is also permitted to take at anytime, one (1) hour, two (2) hours or any amount of vacation time, earned vacation time, sick leave or comp-time, during an eight (8) hour period of work. Provided said leave will not knowingly generate overtime. However, Section 8 of Article IX also applies to this section.

SECTION 15. It shall be mutually agreed that all P.B.A. members shall be notified in writing four (4) times a year as to the amount of time they have on the books for sick leave, vacation leave, earned vacation leave and comp-time. Notification shall be made by the end of each quarter of the year, the months each member is to be notified are as follows: March, June, September and January 1st of each year. It is further agreed that if a P.B.A. member does not notify his Superior of any discrepancies in his/her quarterly report within thirty (30) calendar days, that management may assume the quarterly report is true and accurate as presented.

SECTION 16. No employee shall be permitted to grant his/her own leave.

SECTION 17. It shall be agreed, that once a leave slip is approved or a leave slip for any part of the tour of duty is approved, it shall NOT be cancelled or denied for any reason. Unless a State of Emergency is declared by the Mayor of Jackson Township.

SECTION 18. It shall be agreed by both parties, that if a member is absent from his work assignment for a period of time for, I.O.D. Leave, Military leave, Vacation leave, Earned Vacation Leave, P.B.A. Leave, that member that is absent shall still be carried on that daily sign in and out sheet for the tour of duty he is presently assigned to, so that other members cannot be denied any time off or to avoid paying overtime.

X. BEREAVEMENT

SECTION 1. In the event of death in the "Immediate Family", a member shall be granted four (4) days funeral leave, which shall not be deducted from any other leave. Such funeral leave is to be granted as many times as may be necessary during any given year. The term "Immediate Family" for the purpose of this Agreement, shall mean and refer only to the following: the father, mother, father-in-law, mother-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister or brother, aunt or uncle of the employee or employee's spouse. It shall also include relatives of the employee or employee's spouse residing in the employee's household.

Two (2) additional days, if travel time is required, may be authorized by the Chief of Police and/or the Business Administrator, Lieutenant or Sergeant of the tour of duty shall be authorized to approve same.

XI. HOLIDAYS

SECTION 1. The following shall be recognized as holidays paid at eight (8) hours straight time under this Agreement:

NEW YEAR'S DAY	GOOD FRIDAY	MEMORIAL DAY
MARTIN LUTHER KING DAY	ELECTION DAY	VETERANS DAY
WASHINGTON'S BIRTHDAY	COLUMBUS DAY	LINCOLN' BIRTHDAY
JULY 4th (INDEPENDENCE DAY)	LABOR DAY	THANKSGIVING DAY
FRIDAY FOLLOWING THANKS GIVING DAY	CHRISTMAS DAY	EASTER SUNDAY

SECTION 2. It is recognized by both parties that employee's of the Police Department may not, by reason of departmental business, enjoy the aforesaid holidays by working on those dates. Therefore, in lieu of the holiday itself, such employee's shall receive compensation at time and one-half in accordance with his regular rate of pay and subject to the provisions of Article V herein. In the event any of the aforesaid allowed paid holidays falls on a non-duty day, said holiday shall be deemed to have fallen on a regular working day and straight time of eight (8) hours will be paid. The compensation for holiday pay shall be given no later than November 15th for holidays accumulated to that date. The compensation for the balance of the holidays of that calendar year shall be paid no later than the second paycheck of the following calendar year. Said payments shall be by separate check and not included in the regular payroll check.

SECTION 3. In the event the Township Committee grants an additional holiday to other Township employee's, the Police Department shall enjoy the same benefit.

XII. HOSPITAL AND MEDICAL INSURANCE

SECTION 1. The current program for hospital and medical insurance shall be continued for all full-time employee's and their spouse and children.

SECTION 2. Employer shall continue to provide dental service insurance to all employee's at no cost to them. Said plan shall be the New Jersey Dental Plan, Inc., or its equivalent. Said plan shall cover all full-time employee's as well as their spouses and children.

SECTION 3. The employer shall provide each employee optical plan coverage for all employee's at no cost to them on the condition that each employee must submit to an eye examination once every twelve (12) months. Said optical plan shall be the Travelers Vision Care Expense Benefit Plan, submitted during negotiations, or its equivalent. An outline of said plan is annexed hereto as Addendum A.

SECTION 4. The employer shall provide full-family prescription plan coverage to all employee's at no cost to them. Said prescription plan shall be the Union Prescription Service Plan submitted during negotiations, or its equivalent. An outline of said plan is annexed hereto as Addendum B.

NOTE: Copies of coverage claim forms and instructions for the filing of same will be distributed to each member of the bargaining unit following the signing of this Agreement.

XIII. CLOTHING AND MAINTENANCE ALLOWANCE

SECTION 1. A clothing and maintenance allowance in the amount of \$875.00 for 1988 and \$925.00 for 1989 for all P.B.A. members shall be paid by the Township of Jackson within thirty (30) calendar days after the adoption of the budget.

SECTION 2. All newly appointed Police Officers shall receive at no cost to him/her the below listed clothing and equipment, plus any and all equipment that may be required to attend the Police Academy.

4 l/s shirts; 4 s/s shirts; 4 pr. knit pants; 2 ties; 1 raincoat; 1 rain hat cover; 1 Whistle set; 1 pr. hand cuffs; 1 sam brown belt; 1 shoulder strap; 1 holster; 1 pr. fry boots; 1 hat; 1 tie bar; 1 pr. slush boots; 1 flashlight; 1 cuff case; 1 leather jacket; 1 key ring; 1 billy club holder; 1 pr. shoes; 1 nightstick and 1 belt for holding holster and handcuff case.

XIV. PENSIONS

The Employer shall, with contributions as heretofore, provide pension and retirement benefits to employee's covered by this Agreement under The Police and Firemen's Retirement System, pursuant to provisions of the statutes and laws of the State of New Jersey.

XV. DISCHARGE AND SUSPENSIONS

SECTION 1. No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions set forth in Article XXIII "Grievance Procedure", or in accordance with applicable Civil Service rules and regulations and State Statutes. In addition, the provisions of N.J.S.A. 40A:14-147 and Ordinance No. 38-76 shall apply to such discharge or disciplinary action.

SECTION 2. In the event an employee is found guilty of any violation of rules and regulations and a fine or suspension is given to said employee, there shall be no enforcement of said fine or suspension until the employee has exhausted all means of the Township's appeal process.

SECTION 3. It is agreed by both parties that when a hearing is held on any disciplinary actions, and a determination is made that the P.B.A. member is found guilty, and said member files an appeal, and said appeal is heard before the Township Committee or its representatives, a determination shall be made within Thirty (30) calendar days after said appeal hearing. If no determination has been made, the charges and specifications shall be dismissed.

SECTION 4. If an employee is suspended he/she shall not lose, during such period of suspension, any medical benefits to which he/she would be entitled if on active duty. Such benefits shall include, but not limited to, Health Insurance, Dental Insurance, etc. However, if the suspension is for thirty (30) or more days, then employee shall lose all benefits for the period of such suspension.

SECTION 5. If an employee is suspended, he/she shall not lose any holiday pay benefits if member is made to take a suspension during such time a holiday is recognized in this agreement in accordance with Article XI, however, if the suspension is for thirty (30) days or more, then said member shall lose that benefit for the period of such suspension.

SECTION 6. It is agreed by both parties that when a P.B.A. member is found guilty of any disciplinary actions, then said member, upon notification of said findings will have ten (10) working days to appeal said findings to the proper authority, Business Administrator, etc..

SECTION 7. It is agreed that when a P.B.A. member is charged for any disciplinary actions and said member is represented by the P.B.A., the P.B.A. will have the right to file a motion of discovery on behalf of the member charged. Upon such notice, any and all documents and evidence that are going to be presented on behalf of the charging party or parties will be sent to the P.B.A. President within ten (10) working days of said request.

(a) No hearing will be held within less then ten (10) working days from the date the P.B.A. President receives said documents and evidence.

(b) No hearing will be scheduled or heard unless, said documents or evidence is received by the P.B.A. President in accordance with above section.

(c) No new evidence will be presented at any hearing or appeal, unless, the member and the P.B.A. President first have time to review same, in accordance with this Article of the P.B.A contract.

XVI. PERSONNEL FILE

SECTION 1. A separate personal history file shall be established and maintained for each employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police and Business Administrator. No other file, document or dossier of personnel records will be maintained, official or otherwise, by any person, for any reason whatsoever.

SECTION 2. No detrimental document or report shall be placed in the employee's personnel file or otherwise acted upon without prior conference with the employee. The employee shall acknowledge that he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Chief

ARTICLE XVI, SECTION 2 continued.....

of Police or his designee and attached to the file copy.

SECTION 3. Any officer shall have the right to inspect his complete personnel file upon reasonable notice and at reasonable times upon request. A representative of the Association may be present when requested by the Officer concerned. An employee shall have the right to review the contents of his personnel file and to indicate those documents which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Chief of Police or his designee and shall be destroyed if deemed appropriate.

XVII. WAGES

SECTION 1. The annual basic wage for each of the classifications shown for the calendar years 1988 and 1989 are as follows:

<u>CLASSIFICATION</u>	<u>CY 1988</u>	<u>CY 1989</u>
Sr. Sergeant (11% above Ptl. Max) (minimum of 3 yrs. service as Jr. Sgt.)	\$39,475.00	\$42,633.00
Sergeant (10% above Ptl. Max.)	\$39,119.00	\$42,249.00
Sergeant Assigned to Detective Division	Sgt. Base + \$600.00	Sgt. Base + \$700.00
Patrolman Assigned to Detective Division	Ptl. Base + \$900.00	Ptl. Base + \$1,000.00
Patrolman Assigned to Traffic Safety	Ptl. Base + \$850.00	Ptl. Base + \$900.00
Patrolman 4th ann. (Max.)	\$35,563.00	\$38,408.00
Patrolman 3rd ann. (95% of Max.)	\$33,785.00	\$36,488.00
Patrolman 2nd ann. (85% of Max.)	\$30,229.00	\$32,647.00
Patrolman 1st ann. (75% of Max.)	\$26,672.00	\$28,806.00
Patrolman Minimum (65% of Max.)	\$23,116.00	\$24,965.00

ARTICLE XVII, SECTION 1 continued.....

All increases for Patrolman, including those assigned to Detective Division shall be effective on their respective anniversary dates.

An officer temporarily assigned to the duties of a higher rank shall receive the minimum pay of the higher rank for the period of service. "Temporarily Assigned" for the purpose of this section is defined as eight (8) or more consecutive hours or 1 or more consecutive eight (8) hour shifts, as approved and authorized by the Chief of Police and/or Director of Public Safety.

SECTION 2. In addition to the above annual basic wage there shall be paid to each qualified employee as additional salary, a longevity increment of two (2%) percent of his base pay after his first five (5) years of service and an additional one (1%) percent of his base pay for each additional two (2) years of service up to a maximum of ten (10%) percent longevity.

SECTION 3. It is agreed that no member shall hold two (2) job classifications, for example, Sgt. assigned to Patrol Division and doing Juvenile Division work and receiving the stipend pay for Detective Division. But not limited to above. Once a member is assigned to a Division he/she will not receive any wage differential for another Division.

XVIII. SPECIAL POLICE UTILIZATION

The employer agrees that Special Police Officers shall not be used in violation of the New Jersey Statutes or Civil Service Regulations.

XIX. LEGAL AIDE

SECTION 1. As per N.J.D.S. 40A:14-55, Employer agrees to provide legal aid to all employee's in suits or other legal proceedings against

ARTICLE XIX, SECTION 1 continued.....

them arising from incidents in the line of duty. The Employer reserves the right to approve or reject any request by an employee or assume responsibility for payment of the services of whatever member of the New Jersey Bar is contracted to defend that employee, unless it is first given the opportunity to determine that said payment of services is reasonable. However, it is mutually agreed that said P.B.A. member shall have the choice of his/her representation.

(a) This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any employee by the Employer.

(b) Where a criminal or disorderly persons complaint is filed against an employee is found to be not guilty or the complaint is otherwise dismissed, the Employer shall act to expunge the arrest record of the employee.

SECTION 2. It is agreed that when a Criminal or Disorderly complaint is filed against any P.B.A. member while he/she is acting in the performance of their duties, the Township agrees to pay said members legal fees as outlined below.

(a) Non-indictable offenses \$300.00 maximum for each Municipal Court appearance plus \$85.00 per hour for a maximum eight (8) hours legal research, preparation, interviews, etc.

(b) Indictable offenses \$300.00 maximum for each Municipal Court appearance; \$600.00 per day for each day of trial; \$85.00 per hour for each hour of necessary legal research, preparation, interviews etc., for up to twenty (20) hours maximum. (Time spent over twenty (20) hours maximum may be permitted depending upon type of case and the character of the legal research and other preparation necessary for such a case).

(c) Legal fees which exceed the above limitations will not be assumed by the Township of Jackson and will be the responsibility of the individual Police Officer involved.

XX. UNION BUSINESS

SECTION 1. The President or State Delegate of the P.B.A. or if he is unavailable, the next highest ranking P.B.A. officer available, shall be excused from his work assignment and shall be granted the time off to handle P.B.A. business and/or matters or attend any functions that require Union Representation, provided however, that prior to the time of absence from his work assignment the President or State Delegate or Officer notifies either the Chief of Police and/or Director of Public Safety or the Superior Officer of that tour of duty, and provided further that such time is limited to an aggregate of sixteen (16) hours per month, noncumulative.

SECTION 2. During annual contract negotiations, the P.B.A. President, State Delegate, and negotiating team of the Associations bargaining unit (not to exceed five (5) members) shall be excused from their work assignment for the day whenever the P.B.A. President has to meet with said members of the Associations bargaining unit. This time not to be deducted from any other leave as P.B.A., vacation, sick, comp-time, etc. Discretion should be used by P.B.A. members. Every effort should be made to avoid an overtime situation. However not more than two (2) negotiating team members per shift shall be granted time off.

SECTION 3. The Association shall have the right to use the intra-township mail facilities as it deems necessary and without approval of any Administrator or Management personnel.

SECTION 4. The Township agrees to grant the necessary time off without loss of pay or compensatory time to the President of the local and such other members of the Association selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

SECTION 5. The Township agrees to excuse from his/her work assignment for the day, the State Delegate or his/her alternate to attend the regular monthly meetings of the State P.B.A. without loss of pay or compensatory time.

SECTION 6. The Township shall permit members of the Association Grievance Committee (not to exceed three (3)) to confer with employee's and, at mutually agreeable time, management on specific grievances during the duty hours of the members without loss of pay or compensatory time.

SECTION 7. Subject to availability and to adherence to the same procedural requirements established by the Township for the use of its facilities by other non-municipal groups, the Association shall have the right to conduct meetings at reasonable times on municipal premises.

SECTION 8. In the event of a death of a Police Officer slain in the line of duty, from another Police Department whether local or out of state, the President and State Delegate of the P.B.A., or if they are unavailable, two (2) other P.B.A. members, shall be excused from their work assignments for the day to attend said funeral. Such funeral leave is to be granted as many times as may be necessary during any given year. Such funeral leave is not to be deducted from any other leave. A marked Patrol Unit shall be provided, if available, for travel within a 500 mile radius. Discretion should be used by P.B.A. members, every effort should be made to avoid an overtime situation.

SECTION 9. No P.B.A. leave shall be denied for any reason to any P.B.A. officer as applies under Article XX, of Union Business. When requesting such leave to represent the P.B.A., or conducting Union Business.

SECTION 10. It is further agreed that when the P.B.A. President or another P.B.A. member is acting in the capacity of the President, when submitting leave slips for P.B.A. leave, it is understood that the nature of the P.B.A. Business is confidential and shall not be disclosed, nor shall it be entered on a leave request or time sheet while utilizing the sixteen (16) hours per month granted to section 1 of Union Business.

SECTION 11. It shall be agreed that the P.B.A. President or the next highest officer acting in the capacity of the P.B.A. President, shall be permitted to bring directly to the Chief of Police and/or Director of Public Safety and matters deemed by the P.B.A. President to be of such importance that directly requires review by the Chief of Police and/or Director of Public Safety.

SECTION 12. The Township agrees to excuse from his work assignment for the day, the P.B.A. President, or any other member acting in the capacity of the P.B.A. President, to attend the regular monthly meeting of the P.B.A. Local 168. This time/leave not to be deducted from any other time/leave.

SECTION 13. It shall be agreed that when the P.B.A. President or if he is unavailable and another P.B.A. member who is acting as the Union Representative, he shall not be made to use P.B.A. time as outlined in Article XX, Section 1, or any other time while on duty and attends any hearings, interagations, interviews that require P.B.A. representation, and also when the Township or its representatives request a meeting with the Union, but not limited to the above. It is further agreed that since this is a Union matter, only the P.B.A. President can assign a representative in his absence to represent any and all P.B.A. members and matters that concern the Union.

SECTION 14. It is agreed that one (1) day travel time shall be given to any member who is designated by the P.B.A. to attend funerals of slain Police Officers as outlined in Article XX, Section 8, of the P.B.A. Contract. However, in order to receive said travel time, the distance between Jackson Township and said place of funeral must be Two Hundred (200) miles or more, one way.

SECTION 15. It is agreed that their shall not be any mutual agreements made between the Township or its representatives and individual members of the P.B.A., pertaining to any Article and Section of the P.B.A. contract. Mutual agreements can and will only be authorized

ARTICLE XX, SECTION 15 continued.....

by the P.B.A. President or in his absence, whoever the P.B.A. President appoints as his designate during such absence.

SECTION 16. It is agreed that if a member who is assigned to the 12mn - 8am shift, and acts in the capacity of a Union Representative as outlined in Article XX of the P.B.A. contract but not limited to Article XX. Said member attends a funeral for a Police Officer slain in the line of duty as outlined in Article XX, Section 8, but not limited to the above, said member shall be excused from his/her work assignment for the following day if he/she is scheduled to work, Example: said member attends a funeral on a Monday, then he/she will not report for duty on Tuesday, exception to this would be, that if member is scheduled off the following day of occurrence then he/she would be excused from his/her scheduled tour of duty for the day of said occurrence.

XXI. COURT APPEARANCES

SECTION 1. Employee's shall be compensated at a rate of time and one-half his/her regular rate of pay for actual time worked in Jackson Township Municipal Court. Employee's are, however, guaranteed a minimum of four (4) hours pay at his/her regular straight time rate.

SECTION 2. Employee's shall be paid at time and one-half with a guarantee of four (4) hours for appearances in all other courts, but only if the appearance arises when the employee is scheduled to be off-duty. On-duty appearances are part of any employee's regular duties.

SECTION 3. The employee shall have the option of receiving his/her straight time compensation in pay or applying it to his/her earned vacation time. However, the employee has no option and will receive only pay for all hours "worked" at the rate of time and one-half. However, if the present law now enforced is changed in any way, then the employee shall have the option of taking pay or in time, as the law so states.

SECTION 4. Employee's shall be paid time and one-half his/her regular rate of pay for all appearances in any P.E.R.C. hearings and any arbitration hearings, whether or not said employee is testifying on behalf of the P.B.A. or the Township of Jackson. This shall only apply to those employee's that are off duty at the time of said occurrences, in accordance with standard operating procedure.

XXII. MILEAGE ALLOWANCE

Members are to be compensated at .18¢ per mile or the maximum rate allowed all other Municipal Employee's (whichever is higher) if Municipal car is not available and personal car must be used for any official business.

XXIII. GRIEVANCE PROCEDURE

SECTION 1. Definition: A grievance within the meaning of this Agreement shall be a controversy of dispute arising between the parties hereto involving the interpretation of this agreement.

SECTION 2. Verbal Grievance.

(a) Whenever an employee has a grievance, he and the P.B.A. President or Grievance Chairperson shall first present it verbally to his supervisor to arrange a mutually satisfactory settlement of the grievance within five (5) working days of the time when it was first presented to him, or, failing in that, the supervisor must within that time advise the employee of the inability to do so.

(b) When a employee is informed by his supervisor that the supervisor is unable, within the discretion permitted, to arrange a mutually satisfactory solution to the grievance to a higher authority, shall do so in writing in accordance with Section 3 herein.

(c) Employee having a grievance shall present said grievance to management within ten (10) working days of occurrence. Otherwise said grievance shall be considered null and void. "However", said grievance can and will only become null and void within ten (10) working days, when the Union first becomes aware of said grievance.

SECTION 3. Formal Written Grievance.

(a) If any employee's complaint is not satisfactorily settled by his/her supervisor in accordance with Section 2., the employee and the P.B.A. President or Grievance Chairperson shall prepare the grievance in writing, in duplicate. The grievance should be stated as completely and as clearly as possible in order to permit prompt handling. One (1) copy of the grievance shall be immediately placed in the hands of the Business Administrator.

(b) The other copy of the grievance shall be presented to the employee and the P.B.A. President or Grievance Chairperson to his immediate supervisor, to whom the grievance was made verbally. The Supervisor will report the facts and events which led up to its presentation, in writing, including in this written report any verbal answer he may have previously given to the employee and the P.B.A. President or Grievance Chairperson concerning this grievance. Within five (5) working days after receipt of the written grievance, the supervisor must present it, with the information required from him, to the Business Administrator.

(c) The Business Administrator, P.B.A. President or Grievance Chairperson, and employee will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint, accompanied by a written report on the matter by the Administrator, must be forwarded to the Township Committee. The Committee will then consider and formally act on the complaint within fourteen (14) working days.

(d) Since it is intended that most, if not all, grievances can and should be settled without the necessity of reference to the Committee, no grievance will be heard or considered by the Committee which has not first passed through the above described steps.

(e) Employer agrees that where a grievance arises involving the interpretation or application of any provisions of this Agreement, and the Township Committee and the employee are unable to reach a mutually satisfactory settlement within ten (10) working days, the said grievance may be submitted to arbitration to the Public Employment Relations Commission (PERC) within twenty (20) working days after the final decision of the Township Committee. Said arbitration shall be governed by the Rules and Regulations of the Public Employment

ARTICLE XXIII, SECTION 3(e) continued.....

Relations Commission.

(f) Any award by the Arbitrator shall be binding upon the parties. The Arbitrator's fee and expenses, if any, shall be borne jointly by the Employer and the Union. Preparation and presentation shall be borne separately by each party.

(g) All relevant papers and documents relating to a grievance and its disposition will be placed in the employee's personnel file.

(h) It is the intention of the parties to settle all differences between the Employer and the Union through grievance procedures in accordance with the provisions of this Agreement. Therefore, Employer agrees that he will not lock out his employee's and the Union agrees that it will not sanction, nor will its members engage in a strike, slow down or work stoppage during the life of this agreement.

(i) It is expressly agreed between the parties hereto that the aforesaid grievance procedure and arbitration procedure shall not be applicable to the provisions of Article XV of this Agreement, except as may otherwise be provided. In the event of a layoff or demotion in lieu of layoff, an employee's sole remedy shall be the procedure to the Civil Service Commission, after a hearing and determination by the Township Committee. In the event of a suspension, fine, demotion or removal, an employee may elect to follow either the contractual grievance procedure or an appeal under the Civil Service.

XXIV. PROMOTIONS

Employer shall take necessary action to have current promotional lists maintained for all ranks.

XXV. SAVINGS CLAUSE

SECTION 1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement

ARTICLE XXV., SECTION 1 continued.....

or the application of such provision to other persons or circumstances shall not be effected thereby.

SECTION 2. All current policies not covered in this Agreement shall remain in full force, subject to Article VI.

SECTION 3. If any provisions of this Agreement are invalid, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

XXVI. COLLEGE CREDIT PROGRAM

SECTION 1. Existing College Credit Program.

All employee's who have previously taken college courses and all employee's who enroll in a college course by the second semester of the 1981-1982 school year shall be considered permanently enrolled in the College Credit Program and eligible for all the benefits derived from it as those benefits have been applied under the 1979 - 1980 Collective Bargaining Agreement.

(a) Any employee holding a recognized Associate Degree shall be compensated an additional \$700.00 over their annual base salary.

(b) Any employee holding a recognized Bachelor's Degree shall be compensated an additional \$1,350.00 over their annual base salary.

(c) Any employee holding a recognized Masters Degree shall be compensated an additional \$1,550.00 over their annual base salary.

It is understood and agreed that the holding of a higher degree eliminates any additional compensation for the lower degree.

Tuition and text books will be paid for by the Township upon successful completion of a "C" grade or higher in any course related to Police Science. Members are responsible for supplying receipts for verification of purchase of tuition.

SECTION 2. Subsequent College Credit Program.

Thereafter, employee's entering the College Credit Program for the first time, subsequent to the second semester of the 1981-1982 school year, shall be entitled to additional compensation as follows:

(a) Any employee who earns a recognized Associates Degree shall receive a one-time stipend payment in the amount of \$700.00.

(b) Any employee who earns a recognized Bachelor's Degree shall receive a one-time stipend payment in the amount of \$1,350.00

(c) Any employee who earns a recognized Masters Degree shall receive a one-time stipend payment in the amount of \$1,550.00.

The granting of the one-time stipend for the lower level (A.A. Degree) shall not preclude the payment of a one-time stipend at each of the higher levels.

Tuition and text books will be paid for by the Township upon successful completion of a "C" grade or higher in any course related to Police Science. Members are responsible for supplying receipts for verification of purchase of tuition.

XXVII. REPRESENTATION FEE

A. REPRESENTATION FEE

If an employee does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for the membership year. This fee shall be the maximum allowed by law.

B. PROCEDURE

1. Notification: Prior to March 1 of each year, the Association will submit to the Township a list of those employee's who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Township will deduct from the salaries of such employee's in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule: The Township will deduct the representation fee in equal installments, as nearly as possible from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

(a) Ten (10) working days after receipt of aforesaid list by the Township; or

(b) Thirty (30) working days after the employee begins his/her employment in a bargaining unit position.

3. Termination: If an employee who is required to pay a representation fee terminates his employment with the Township before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmissison of regular membership dues to the Association.

5. Changes: The Association will notify the Township in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of representation fee, and such changes will be reflected in any deductions made more than ten (10) working days after the Township receives said notice.

6. New Employee's: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the P.B.A. a list of all employee's who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employee's.

7. Township Held Harmless: The P.B.A. hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from deductions made by the Township in accordance with this provision. Once the representation fees in lieu of dues are remitted to the P.B.A. by the Township, disposition thereafter shall be the sole and exclusive obligation and responsibility of the P.B.A.

XXVIII. BILL OF RIGHTS

To ensure that the individual rights of employee's in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights;

SECTION 1. An employee shall be entitled to Union representation at each stage of disciplinary hearings.

SECTION 2. No employee shall be required by the Township and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union Representation.

SECTION 3. It is agreed that if the employer makes use of his/her own recording device at hearings, meetings, appeals, interviews and investigations, the employee will have the right to make use of his/her own recording device also.

SECTION 4. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.

SECTION 5. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely effect his hours, wages or working conditions as the result of the exercise of rights under this Agreement.

SECTION 6. When justified, the Chief of Police and/or Director of Public Safety may appoint a Superior Officer to investigate complaints of harrassment or discriminatory practices by other Superior Officers.

SECTION 7. Employee's will have the right to refuse and cannot be ordered to use Department Vehicles if any one or more of the following items are unsafe or not working or any other items that have not been mentioned below that would cause the vehicle to be unsafe, under the N.J. Motor Vehicles Division Statutes, as may be determined by Motor Pool Staff or the Shift Watch Commander:

- | | |
|--|------------------|
| 1. Tires | 8. Motor mounts |
| 2. Brakes | 9. Exhaust leaks |
| 3. Steering (front end) | 10. Gas Fumes |
| 4. Radio (transmitting and receiving) | |
| 5. Lights (external) to include emergency lights | |
| 6. Climate control (heater/air conditioner) | |
| 7. Windshield wipers (during inclement weather) | |

SECTION 8. It is agreed by both parties that "No Disciplinary Action" shall be taken against any P.B.A. member, unless said member is first given the opportunity of having a hearing on said Disciplinary Action whatever it may be.

SECTION 9. It is agreed by both parties that the employer or its representatives will set any investigatory interviews sufficiently in advance five (5) days, and to notify said member of interview, to allow P.B.A. member to first consult with legal counsel or the P.B.A. representative

SECTION 10. It is agreed by both parties that the employer or its representatives, will advise the P.B.A. member of the nature of any investigatory interviews, prior to starting such interviews.

SECTION 11. It is agreed by both parties that Section 10 and 11 of this Article will pertain to any and all disciplinary actions also being brought against any P.B.A. member.

SECTION 12. It is agreed by both parties, that no general order or operational order within the Township of Jackson can supercede any Article and Section within the P.B.A. contract.

SECTION 13. It is agreed by both parties, that when a member is found guilty at any disciplinary hearings and said member was represented by the P.B.A., the Township or its representatives will forward within ten (10) working days, a list of any and all evidence presented at said hearing, and to include a full transcript of said hearing to the P.B.A. President, and at no cost.

SECTION 14. It is agreed that all members, that are 35 years old and older, shall be given a physical examination every other year commencing January 1, 1989, by a doctor of the Township's choice, and at no cost to said P.B.A. member.

SECTION 15. It is agreed by both parties, that no P.B.A. member can be ordered by a Superior Officer to bring charges or charge another P.B.A. member, if said P.B.A. member did not witness or see any violation or infraction of the Rules and Regulations of the Jackson Police Department or the Jackson Township Code.

SECTION 16. It is agreed that when a internal investigation is conducted on a P.B.A. member and said member is NOT charged. The member shall upon request, receive a copy of said investigation along with any other reports that were made during said investigation, further, it is agreed that said reports will NOT contain any deletions or omissions on said reports. Upon said request, the member will receive these reports within ten (10) working days of said request.

XXIX. OUTSIDE EMPLOYMENT

An employee may accept and be employed in a occupation off duty which is not in Violation of Federal, State or County Law, or present Rules and Regulations. Permission slips shall "NOT" be required from the employer as a condition for securing or maintaining outside employment while not representing Jackson Township Police Department.

XXX. CHILDREN OF EMPLOYEE

The Children of an employee, who dies in the line of duty, shall be given a scholarship to a college of their choice at the Township's expense. Said expense/reimbursement shall not exceed \$5,000.00 per year.

XXXI. DURATION

SECTION 1. This Agreement shall be in effect for two (2) years from January 1, 1988 to and including December 31, 1989, which benefits shall be retroactive to January 1, 1988. At the termination of this Agreement, it is specifically understood and agreed by and between the parties hereto that any subsequent Agreement between the parties for 1990 and thereafter, shall be effective for a period of one (1) year, unless otherwise agreed at the time of negotiations.

SECTION 2. It is agreed by the parties hereto, that negotiations shall begin not later than ninety (90) calendar days prior to the expiration date of this Agreement.

NOTE: All references made to the Chief of Police shall be changed to read "Chief of Police and/or Director of Public Safety".

XXXII. COMPLETENESS OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto set their hands and seals
this 13 day of JUNE, 1988.

TOWNSHIP OF JACKSON:

JACKSON TOWNSHIP PBA 168:

by: Melvin Cottrell
MELVIN COTTRELL, MAYOR

by: John Kloiber
JOHN KLOIBER, PRESIDENT

ATTEST:

David T. Miller Sr.
TOWNSHIP CLERK 6-13-88
DAVID T. MILLER, SR.

Thomas Vasil
SECRETARY
THOMAS VASIL